by him). The decision in each case depends upon the nature of the business and whether the predominating factor in the business is the directing or the physical and intellectual labor of the individual. In the following cases evidence of profits was excluded because of the amount of capital invested. *Weir v. Union Ry.* (1907) 188 N. Y. 416, 81 N. E. 1178 (small restaurant or lunch business); *Gombert v. New York Central & H. R. R.* (1909) 195 N. Y. 273, 88 N. E. 382 (building contractor employing at times both material and labor); *York v. City of Everton* (1906) 121 Mo. App. 640, 97 S. W. 604 (plaintiff engaged in millinery business). The second of the principal cases seems to take a liberal view of what constitutes a business predominatingly personal.

GIFTS—REVOCATION—BY FATHER AS NATURAL GUARDIAN.—A father opened separate bank accounts in the names of his four minor children and made deposits on the accounts during a period of several years. He communicated this fact to the children and showed the pass books to them. Two of the children testified that they occasionally had the pass books in their possession, but it did not appear that they ever exercised any control over them. The father drew out the money without the knowledge of the children and loaned it to the president of the bank, taking his individual notes, payable to the children, which notes were never paid. One of the children brought an action against the bank to recover the amount which had been deposited in his name. *Held,* that he should recover, the bank having paid the money to the father without authority. *McKinnon v. First National Bank of Pensacola* (1919, Fla.) 82 So. 748.

When one deposits money in the name of another with the intention to make a gift, it is not necessary for the completion of the gift that the depositor turn the pass book over to the donee. *Meriden Trust and Safe Deposit Co. v. Miller* (1914) 88 Conn. 157, 90 Atl. 228; *Blasdel v. Locke* (1872) 52 N. H. 238. Some act of acceptance by the donee is necessary, such as communication to and acquiescence by him. *Roughan v. Chenango Valley Spring Bank* (1913, Sup. Ct.) 158 App. Div. 786, 144 N. Y. Supp. 508; *Beaver v. Beaver* (1889) 117 N. Y. 421, 22 N. E. 940. These requirements were fulfilled in the principal case and were reënforced by the rule that a transaction between father and child will be construed as gift upon the slightest evidence. *Jones v. Jones* (1918, Mo. App.) 201 S. W. 557; *Love v. Francis* (1886) 63 Mich. 181, 29 N. W. 843. Once having made the gift, it was not within the power of the father to extinguish the bank's debt without the consent of the children. As natural guardian, the father has a right to the custody of his child. *Matter of Galleher* (1905) 2 Calif. App. 364, 84 Pac. 352; *Jain v. Priest* (1917) 30 Ida. 273, 164 Pac. 364. In fact, a contract by which the father releases to another the custody of his child is revocable at the parent's election. *In re Galleher, supra.* But this right to the custody of the child's person is the limit of natural guardianship. The relation confers no control over the child's property. *Vineyard v. Heard* (1914, Tex. Civ. App.) 167 S. W. 22; *Ringstad v. Hanson* (1911) 150 Iowa, 324, 130 N. W. 145. The decision in the principal case would seem amply justified inasmuch as the bank had full notice of the children's interest in the bank accounts.

INTERSTATE COMMERCE—GOVERNMENT CONTROL OF TELEGRAPH LINES—LIABILITY FOR UNREPEATED MESSAGES.—The defendant by contract with the sender limited its responsibility for missending an unrepeated message. An error was made in the transmission and this action was brought by the plaintiff, who sent the message, to recover damages under the state common law, which held such contracts to be void. *Held,* that he should not recover, because such contracts were beyond the control of the state. *Postal Telegraph-Cable Co. v. Warren-Godwin Lumber Co.* (1919) 40 Sup. Ct. 69.